

Comment:	Order - Quash Subpoena Washington County Board of County Commissioners
File Date:	06/21/2022
Document Name:	Writ /Summons/Pleading - Electronic Service
Comment:	Order - Quash Subpoena Corporate Designation - MD Department of General Services
File Date:	06/21/2022
Document Name:	Order
Comment:	to Quash Subpoena - granted partially
File Date:	06/21/2022
Document Name:	Writ /Summons/Pleading - Electronic Service
Comment:	Order - Quash Subpoena Town of Keedysville & Kenneth Lord
File Date:	06/21/2022
Document Name:	Writ /Summons/Pleading - Electronic Service
Comment:	Motion to Shorten Time (Justin Holder)
File Date:	06/21/2022
Document Name:	Writ /Summons/Pleading - Electronic Service
Comment:	Order - Quash Subpoena John & Kristen Pickett
File Date:	06/21/2022
Document Name:	Writ /Summons/Pleading - Electronic Service
Comment:	Order - Quash Subpoena Maryland Department of Natural Resources
File Date:	06/21/2022
Document Name:	Return / Affidavit of Unserved Subpoena
Comment:	for Scott Morral "non-est/Insufficient time to serve"
File Date:	06/21/2022
Document Name:	Return / Affidavit of Unserved Subpoena
Comment:	for Christopher Wetzel "non-est/Insufficient time to serve"
File Date:	06/21/2022
Document Name:	Return / Affidavit of Unserved Subpoena
Comment:	for Christine Morral
File Date:	06/21/2022
Document Name:	Return / Affidavit of Unserved Subpoena
Comment:	for Erin Ickes "non-est/Insufficient time to serve"
File Date:	06/21/2022
Document Name:	Return / Affidavit of Unserved Subpoena
Comment:	for David Ickes "non-est/Insufficient time to serve"
File Date:	06/21/2022
Document Name:	Return/Affidavit of Served Subpoena
Comment:	for Kenneth Lord on 6/16/22
File Date:	06/21/2022
Document Name:	Return/Affidavit of Served Subpoena
Comment:	for Town of Keedysville on 6/16/22
File Date:	06/21/2022
Document Name:	Hearing Sheet
Comment:	Parties/counsel appear. Testimony. Court in recess

File Date: **06/21/2022**
 Document Name: **Submission Rcvd & Rejected for Non-Compliance Rule 20-201.1**
 Comment: **Envelope #9891379 - Omnibus Memorandum in support of Oral Arguments On Motion to Quash Subpoena of DNR DGS WASHCO ToK LORD and PICKETT (sic)**

File Date: **06/22/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order re: Motion to Quash Subpoena Keedysville and Lord**

File Date: **06/22/2022**
 Document Name: **Order**
 Comment: **re: Motion to Quash Subpoena K.Lord, Town of Keedysville**

File Date: **06/22/2022**
 Document Name: **Hearing Sheet**
 Comment: **Parties/counsel appear. Testimony. Court In recess**

File Date: **06/22/2022**
 Document Name: **Line**
 Comment: **Line Designating Corporate Designee & Request**

File Date: **06/23/2022**
 Document Name: **Order**
 Comment: **Granting Town of Keedysville's Request Relating to Time of Testimony...**

File Date: **06/23/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order; Eserved Counsel and mailed to J.Stelch, C.Meyers, J.Holder**

File Date: **06/23/2022**
 Document Name: **Hearing Sheet**
 Comment: **Parties/counsel appear. Testimony. Argument. Court takes under advisement**

File Date: **07/06/2022**
 Document Name: **Return / Affidavit of Unserved Subpoena**
 Comment: **for Frederic Frederick - Insufficient time to serve**

File Date: **08/09/2022**
 Document Name: **Certification**
 Comment: **Original Case**

File Date: **08/09/2022**
 Document Name: **Original Record Sent**
 Comment:

File Date: **08/09/2022**
 Document Name: **Writ/Summons/Pleading - Confidential Electronic Service**
 Comment: **Appeal Index - Eserved Pembroke, Peeples, Karpinski, Frederickson, Rogers, Powell, Kline, Markham & Justin Holder**

File Date: **08/12/2022**
 Document Name: **Notice Filed**
 Comment: **Notice Pursuant to Maryland Rule 8-402**

File Date: **08/26/2022**
 Document Name: **Notice of Objection Filed**
 Comment: **Objection Rule 2-517 - Article IV Section 23**

File Date: **08/26/2022**
 Document Name: **Supporting Exhibit**
 Comment: **1 - Order - 420-4**

File Date: **08/26/2022**
 Document Name: **Supporting Exhibit**
 Comment: **2 - C-21-CV-20-000371 - Pretrial hearing transcript pages 6 & 7**

File Date: **08/26/2022**
 Document Name: **Supporting Exhibit**
 Comment: **3 - Hearing on Motion to Dismiss case**

File Date: **08/26/2022**
 Document Name: **Supporting Exhibit**
 Comment: **4 - Hearing Estes Motion to Dismiss p. 10-11 19-20 and 52-54**

File Date: **08/26/2022**
 Document Name: **Supporting Exhibit**
 Comment: **5 - Hearing on Washington County Motion to Dismiss p1-3**

File Date: **08/26/2022**
 Document Name: **Supporting Exhibit**
 Comment: **6 - Sept 23rd 2021 Hearing record - Holder v Morral - 116 (p30-34)**

File Date: **09/07/2022**
 Document Name: **Opinion and Order of the Court**
 Comment:

File Date: **09/07/2022**
 Document Name: **Order**
 Comment:

File Date: **09/07/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Opinion - 371**

File Date: **09/07/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order 1 - 371**

File Date: **09/07/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order 2 - 371**

File Date: **09/08/2022**
 Document Name: **Notice of Appeal to ACM**
 Comment: **Notice of Appeal**

File Date: **09/08/2022**
 Document Name: **Copies Recorded in Land Records**
 Comment: **Order Recorded in Land Records 09/08/2022 Book 7100 Page 31**

File Date: **09/08/2022**
 Document Name: **Attorney Appearance - \$10 Fee**
 Comment:

File Date: **09/08/2022**

Document Name: **Order**
 Comment: **Denied - Moot**

File Date: **09/08/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order - 371**

File Date: **09/08/2022**
 Document Name: **Order**
 Comment: **Denied**

File Date: **09/08/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order - 371**

File Date: **09/09/2022**
 Document Name: **Motion**
 Comment: **to Stay Order 2**

File Date: **09/12/2022**
 Document Name: **Transcript**
 Comment: **Vol. III - Day Three Afternoon Session**

File Date: **09/12/2022**
 Document Name: **Transcript**
 Comment: **Volume III - Day Three Morning Session**

File Date: **09/16/2022**
 Document Name: **Motion / Request - For New Trial**
 Comment:

File Date: **09/16/2022**
 Document Name: **Motion / Request - For New Trial**
 Comment: **Duplicate Filing**

File Date: **09/20/2022**
 Document Name: **Transcript**
 Comment: **Day 2- Morning Session**

File Date: **09/20/2022**
 Document Name: **Transcript**
 Comment: **6/22/22 pm**

File Date: **09/20/2022**
 Document Name: **Transcript**
 Comment: **6/21/22 am**

File Date: **09/21/2022**
 Document Name: **Order**
 Comment: **Denied**

File Date: **09/21/2022**
 Document Name: **Order**
 Comment: **Denied**

File Date: **09/21/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order - 371**

File Date: **09/21/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order - 371**

File Date: **09/26/2022**
 Document Name: **Opposition**
 Comment: **to Motion to Stay Judgment**

File Date: **09/30/2022**
 Document Name: **Order Received from Appellate Court of Maryland**
 Comment: **Motion to Dismiss Appeal - Granted**

File Date: **09/30/2022**
 Document Name: **Mandate & Statement of Costs**
 Comment: **As to 05/2022 appeal**

File Date: **10/03/2022**
 Document Name: **Opposition**
 Comment: **to Uncle Eddie Brokedown Place, LLC's Motion for New Trial**

File Date: **10/03/2022**
 Document Name: **Order to Proceed**
 Comment:

File Date: **10/04/2022**
 Document Name: **Miscellaneous Document**
 Comment: **Receipt for Adjustment**

File Date: **10/05/2022**
 Document Name: **Reply to Opposition**
 Comment: **to Unice Eddies Motion for New Trial**

File Date: **10/13/2022**
 Document Name: **Order**
 Comment: **Denied**

File Date: **10/13/2022**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order - 371**

File Date: **10/21/2022**
 Document Name: **Application for Leave to Appeal**
 Comment: **Notice of Appeal**

File Date: **12/02/2022**
 Document Name: **Certification**
 Comment:

File Date: **12/02/2022**
 Document Name: **Original Record Sent**
 Comment:

File Date: **12/13/2022**
 Document Name: **Miscellaneous Document**
 Comment: **Adjustment to COSA**

File Date: **12/22/2022**

Document Name: **Order to Proceed**

Comment:

File Date: **02/23/2023**

Document Name: **Certification**

Comment: **Original Case**

File Date: **02/23/2023**

Document Name: **Original Record Sent**

Comment:

File Date: **05/24/2023**

Document Name: **Notice of Release of Exhibit(s)**

Comment: **Plt -1-16 Def J.H. - 1-35 Def D.H. - 1-7 Def U.E. - 1-5**

File Date: **05/24/2023**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Notice 1 - 371**

File Date: **05/24/2023**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Notice 2 - 371**

File Date: **05/24/2023**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Notice 3 - 371**

File Date: **05/24/2023**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Notice 4 - 371**

File Date: **05/26/2023**

Document Name: **Unreported Opinion from ACM**

Comment:

File Date: **06/02/2023**

Document Name: **Exhibits Picked up and Signed For By**

Comment: **Defendants Exhibits 1-35**

File Date: **06/06/2023**

Document Name: **Writ /Summons/Pleading - Electronic Service**

Comment: **Hearing Notice**

File Date: **06/06/2023**

Document Name: **Line**

Comment: **Line - July 10th 2023 Hearing**

File Date: **06/14/2023**

Document Name: **Order**

Comment: **on deeds. cc:parties, mailed copies to parties, eserved to counsel.**

File Date: **06/14/2023**

Document Name: **Order**

Comment: **Revising Appellate Court. cc:parties, mailed copies to parties, eserved to counsel.**

File Date: **06/14/2023**

Document Name: **Opinion and Order of the Court**

Comment: **cc:parties, mailed copies to parties, eserved to counsel.**

File Date: **06/14/2023**
 Document Name: **Writ / Summons/Pleading - Electronic Service**
 Comment: **Order Voiding Deeds, C21CV20000371, Eerved: Roland Pembroke, Counsel for Plaintiff, Brandy Peeples, Counsel for Defendant, Robert Kline, Counsel for ITP, Leslie Powell, Counsel for ITP, Peter Rogers, Counsel ITP, Justin Holder, Pro Se, Kevin Karpinski, Counsel for ITP, Talley Kovacs, Counsel for ITP, John Fredrickson, Counsel for ITP, and Christopher Markham, Counsel for Respondent.**

File Date: **06/14/2023**
 Document Name: **Writ / Summons/Pleading - Electronic Service**
 Comment: **Order Revising Courts, C21CV20000371, Eerved: Roland Pembroke, Counsel for Plaintiff, Brandy Peeples, Counsel for Defendant, Robert Kline, Counsel for ITP, Leslie Powell, Counsel for ITP, Peter Rogers, Counsel ITP, Justin Holder, Pro Se, Kevin Karpinski, Counsel for ITP, Talley Kovacs, Counsel for ITP, John Fredrickson, Counsel for ITP, and Christopher Markham, Counsel for Respondent.**

File Date: **06/14/2023**
 Document Name: **Writ / Summons/Pleading - Electronic Service**
 Comment: **Opinion, C21CV20000371, Eerved: Roland Pembroke, Counsel for Plaintiff, Brandy Peeples, Counsel for Defendant, Robert Kline, Counsel for ITP, Leslie Powell, Counsel for ITP, Peter Rogers, Counsel ITP, Justin Holder, Pro Se, Kevin Karpinski, Counsel for ITP, Talley Kovacs, Counsel for ITP, John Fredrickson, Counsel for ITP, and Christopher Markham, Counsel for Respondent.**

File Date: **06/14/2023**
 Document Name: **Motion**
 Comment: **RE: Request to file Motion to Alter of Amend June 13th 2023 Opinion**

File Date: **06/20/2023**
 Document Name: **Correspondence**
 Comment: **Plaintiff's Request for Leave to file Rule 1-341 Motion.**

File Date: **06/23/2023**
 Document Name: **Order**
 Comment: **cc: copies mailed to parties and eserved to counsel.**

File Date: **06/23/2023**
 Document Name: **Writ / Summons/Pleading - Electronic Service**
 Comment: **E-Served Order - Counsel**

File Date: **06/26/2023**
 Document Name: **Request for Writ of Certiorari**
 Comment:

File Date: **06/27/2023**
 Document Name: **Mandate & Statement of Costs**
 Comment: **REmanded**

File Date: **06/27/2023**
 Document Name: **Mandate & Statement of Costs**
 Comment: **Remanded**

File Date: **06/27/2023**
 Document Name: **Request for Writ of Certiorari**
 Comment:

File Date: **06/30/2023**
 Document Name: **Exhibits / Records Destroyed**

Comment: **Plaintiffs 1-16; Defendants 1-7 and Defendants 1-5 Destroyed on 6/30/23**

File Date: **07/03/2023**
Document Name: **Notice of Appeal to ACM**
Comment: **Notice of Appeal**

File Date: **07/05/2023**
Document Name: **Deficient Filing**
Comment: **Attorney Limited Appearance Alfred Scanlan for Deena Holder**

File Date: **07/06/2023**
Document Name: **Notice of Deficiency - Rule 20-203(d)**
Comment:

File Date: **07/06/2023**
Document Name: **Writ /Summons/Pleading - Electronic Service**
Comment: **E-Served Deficiency Notice - Alfred Scanlan / Deena Holder**

File Date: **07/06/2023**
Document Name: **Notice of Appeal to ACM**
Comment: **Notice of Appeal**

File Date: **07/09/2023**
Document Name: **Attorney Limited Appearance**
Comment: **authorization signed by client**

File Date: **07/10/2023**
Document Name: **Hearing Sheet**
Comment: **Hearing on attorneys fees continued**

File Date: **07/10/2023**
Document Name: **Correspondence**
Comment: **Request to file Motion Md. Rule 1-341**

File Date: **07/12/2023**
Document Name: **Order**
Comment: **cc: copies mailed to parties and eserved to counsel.**

File Date: **07/12/2023**
Document Name: **Writ /Summons/Pleading - Electronic Service**
Comment: **E-Served Order - Counsel / Parties**

File Date: **07/12/2023**
Document Name: **Order**
Comment: **Denied. cc:parties, mailed copies to parties, eserved to counsel.**

File Date: **07/12/2023**
Document Name: **Writ /Summons/Pleading - Electronic Service**
Comment: **Order Denied, C21CV20000371, Eerved: Poland Pembroke, Counsel for Plaintiff, Alfred Scanlan, Counsel for Defendant, Robert Kline, Counsel for ITP, Leslie Powell, Counsel for ITP, Peter Rogers, Counsel for ITP, Kevin Karpinski, Counsel for ITP, Talley Kovacs, Counsel for ITP, John Fredrickson, Counsel for ITP, and Christopher Markham, Counsel for Respondent.**

File Date: **07/13/2023**
Document Name: **Notice of Objection Filed**
Comment: **Objection - Due Process and Bias**

File Date: **07/16/2023**

Document Name:	Notice of Objection Filed
Comment:	Objection Rule 2-517 - Due Process and Bias Number Two (2)
File Date:	07/16/2023
Document Name:	Supporting Exhibit
Comment:	Ex. A
File Date:	07/16/2023
Document Name:	Supporting Exhibit
Comment:	Ex. B
File Date:	07/16/2023
Document Name:	Supporting Exhibit
Comment:	Ex. C
File Date:	07/16/2023
Document Name:	Supporting Exhibit
Comment:	Ex. D
File Date:	07/16/2023
Document Name:	Supporting Exhibit
Comment:	Ex. E
File Date:	07/18/2023
Document Name:	Order
Comment:	cc: copies mailed to parties and eserved to counsel.
File Date:	07/18/2023
Document Name:	Writ /Summons/Pleading - Electronic Service
Comment:	E-Served Order - Counsel & Parties
File Date:	07/18/2023
Document Name:	Notice of Objection Filed
Comment:	Objection Rule 2-517 - Due Process and bias 3.0
File Date:	07/18/2023
Document Name:	Supporting Exhibit
Comment:	Ex. A
File Date:	07/18/2023
Document Name:	Supporting Exhibit
Comment:	Ex. B
File Date:	07/18/2023
Document Name:	Supporting Exhibit
Comment:	Ex. C
File Date:	07/18/2023
Document Name:	Supporting Exhibit
Comment:	Ex. D
File Date:	07/20/2023
Document Name:	Order to Proceed
Comment:	
File Date:	08/02/2023
Document Name:	Miscellaneous Document
Comment:	Cost Sheet for Transcript

File Date: **08/02/2023**
 Document Name: **Transcript**
 Comment: **7/10/2023**

File Date: **08/15/2023**
 Document Name: **Order Received from Supreme Court of Maryland**
 Comment: **Petition for a Writ of Cert - Denied Petition Docket No 107**

File Date: **08/15/2023**
 Document Name: **Order Received from Supreme Court of Maryland**
 Comment: **Petition for Writ of Cert - Denied Petition Docket No 116**

File Date: **09/01/2023**
 Document Name: **Order**
 Comment: **Denying Objection**

File Date: **09/01/2023**
 Document Name: **Writ /Summons/Pleading - Electronic Service**
 Comment: **Order**

File Date: **09/13/2023**
 Document Name: **Certification**
 Comment:

File Date: **09/13/2023**
 Document Name: **Original Record Sent**
 Comment: **Index Eerved to parties**

Service Information

Service Type	Issued Date
Summons Issued	09/18/2020
Summons Issued	09/21/2020
Summons Issued	12/09/2021
Show Cause Order	12/09/2021

This is an electronic case record. Full case information cannot be made available either because of legal restrictions on access to case records found in Maryland Rules, or because of the practical difficulties inherent in reducing a case record into an electronic format.



IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFREY YOUNG

Plaintiff

v.

Case No.: C-21-CV-20-371

JUSTIN HOLDER, *et al.*

Defendants

ORDER

This matter was heard in a three-day trial on the merits, beginning June 21, 2022. In an Opinion and Order dated September 6, 2022, this court determined that any deed purporting to transfer or quitclaim any part of Parcel 2 or Parcel 3 (as defined therein) to Justin Holder or to any other person is invalid and void. Following appeal and consistent the directive of the Appellate Court of Maryland in consolidated cases CSA-REG-1145/1147-2022, it is this 13th day of June 2023, by the Circuit Court for Washington County, Maryland hereby:

ORDERED, the following deeds are void and shall be indicated as void in the Land Records of Washington County, Maryland:

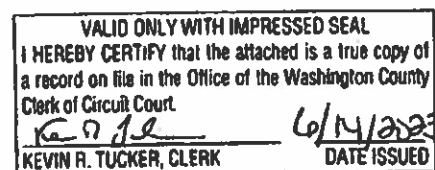
1. Liber 6370, folio 249, Stonecrest Development, LLC to Justin Holder dated August 10, 2020
2. Liber 6414, folio 219, Jennifer Butts Baker to Justin Holder dated November 3, 2020
3. Liber 6729, folio 365, Jennifer Butts Baker to Justin Holder dated June 22, 2021


Judge, Circuit Court for Washington County

cc: Counsel of Record
Justin Holder

Entered: Clerk, Circuit Court for
Washington County, MD
June 14, 2023

00123



LR - Government
Instrument 0.00
Agency Name:
Washington Co Circuit
Court
Instrument List: Order
Describe Other:
Ref:
=====

Total: 0.00
06/14/2023 11:39
CC21-RD
#17332576 CC0403 -
Washington
County/CC04.03.01 -
Register 01

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 7263, p. 0471, MSA CE18 7215. Date available 06/15/2023. Printed 11/30/2023.

This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court
Washington County, Maryland**

Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee _____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____

Quitclaim Deed

This Quitclaim Deed, made this 3rd day of November, 2020, by **Jennifer Butts Baker (formerly Jennifer Dorsey Butts; formerly Jennifer Susan Dorsey)** ("Grantor") and **Justin Holder** ("Grantee"):

Whereas, Grantor acquired a parcel of land by virtue of a Deed dated August 31, 1984, and recorded among the Land Records for Washington County, Maryland at Liber 772, folio 1069; and

Whereas, by virtue of said Deed recorded at Liber 772, folio 1069, Grantor acquired fee simple title to the lands described as Tract No. 1 of Parcel No. 3 in that Deed dated April 14, 1978, and recorded among the Land Records for Washington County, Maryland at Liber 659, folio 580 (said Tract No. 1 of Parcel No. 3 of said Deed recorded at Liber 659, folio 580 is hereinafter referred to as "Grantor's Lands"); and

Whereas, Grantor quitclaimed part of her aforesaid Grantor's Lands to Jeffrey L. Young, by quitclaim deed dated August 10, 1993, and recorded at Liber 1108, folio 790 among the Land Records for Washington County, Maryland; and

Whereas, Grantor conveyed out part of her aforesaid Grantor's Lands to Terry E. Karn and Douglas L. Karn, Co-Partners, trading as The Partnership, by deed dated April 15, 1994, and recorded at Liber 1152, folio 491 among the Land Records for Washington County, Maryland; and

Whereas, Grantor conveyed out part of her aforesaid Grantor's Lands to Thomas S. Davis by deed dated June 21, 1996 and recorded at Liber 1289, folio 415 among the Land Records for Washington County, Maryland; and

Whereas, Grantor conveyed out part of her aforesaid Grantor's Lands to Lawrence H. Matson and Karen L. Matson by deed dated November 6, 1996 and recorded at Liber 1304, folio 516 among the Land Records for Washington County, Maryland; and

Whereas, the lands conveyed out by Grantor from the aforesaid Grantor's Lands prior to the date of this Quitclaim Deed have not heretofore conveyed out all of the aforesaid Grantor's Lands; and

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Whereas, the Grantor desires to quitclaim unto the Grantee all of her remaining rights, title and interest, rights and appurtenances thereto in any and all of the Grantor's Lands that remain with the Grantor, said remaining lands being more specifically described herein.

Now Therefore Witnesseth: That for and in consideration of the sum of \$500.00, the receipt and sufficiency of which by the Grantor is hereby acknowledged, said Grantor does hereby grant, convey, release, assign and quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the Grantor's rights, title and interest in any of Grantor's Lands remaining in the Grantor as of the date of this Quitclaim Deed and all rights and appurtenances thereto including but not limited to: (a) such of those lands as are more specifically described in that certain DESCRIPTION OF REMAINING LANDS OF PARCEL No. 3, Liber 659, folio 580 dated August 7, 2020, prepared by George E. Nagel, Professional Land Surveyor of Fox & Associates, Inc., a true and accurate copy of which is annexed hereto and incorporated herein by reference; (b) any and all of Grantor's Lands lying clear of any previous conveyance of Grantor's out of the aforesaid Grantor's Lands.

Together With and Subject To all of the covenants, easements, rights of way, appurtenances, advantages and restrictions of record applicable thereto, including, specifically that Right of Way that was granted by that deed dated March 22, 1872 and recorded in W.McK.K. 6, folio 363 among the land records for Washington County, more specifically described therein as a Right of Way granted "unto the said David Kretzer his heirs and assigns forever the use of a wagon road to and from said land being conveyed, commencing at a stone situated on the West margin of the said Washington County Rail Road, at what said Cost called his Rail Road Crossing, and running thence along the Western boundaries of said road, South 30 3/4 degrees East 14 perches to a stone, South 36 degrees East 10 6/10 perches to the lands of Jacob Keedy, thence along the division line between said Aaron Cost and Jacob Keedy until — intersect the road leaving from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakle's Mill."

In Witness Whereof, the Grantor has executed this Quitclaim Deed on the date, month and year heretofore written.


Grantor, Jennifer Butts Baker
Formerly Jennifer Dorsey Butts
Formerly Jennifer Susan Dorsey


Witness

[NOTARY AND ATTORNEY CERTIFICATION APPEAR ON FOLLOWING PAGE]

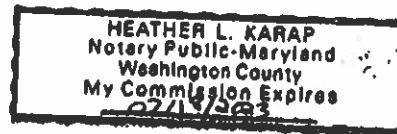
STATE OF MARYLAND
COUNTY OF WASHINGTON

This document was acknowledged before me on November 3, 2020 by Jennifer Butts Baker (formerly Jennifer Dorsey Butts; formerly Jennifer Susan Dorsey) (Grantor) to be her act.



Signature of Notary (SEAL)

My Commission Expires: 07/18/2023



I hereby certify that the foregoing instrument was prepared by or under the supervision of the undersigned Adam D. Greivell, Esq., an attorney duly admitted to practice before the Court of Appeals of Maryland to the instrument.


Adam D. Greivell, Esq.

Mail to:

Justin Holder
308 W. Chapline St.
Sharpsburg, MD 21782

TOM L. HERSHEY, TREASURER
TAXES PAID 11/4/20
AUTHORIZED BY: JH



ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

981 Mt. Aetna Road
Hagerstown, MD 21740
Phone: 301-733-8503
Fax: 301-733-1853
Email: foxhagerstown@foxassociatesinc.com

August 7, 2020

**DESCRIPTION OF
REMAINING LANDS OF
PARCEL No. 3**
Liber 659, folio 580

Situate southeast of Stonecrest Circle and northeast of Dogstreet Road in District Number 19, Washington County, Maryland.

Beginning at a stone found, said stone being at the beginning of the 12th or South 24° West 27 ½ perch line of Parcel No. 4 in a deed from J. Albert Shank and Frances S. Harp, Attorneys in fact for Sarah E. Shank, and Sarah E. Shank to Roy G. Reeder and Mae M. Reeder, dated April 30, 1945 and recorded in Liber 230 at folio 139 among the Land Records of Washington County, Maryland, thence with the 12th or South 24° West 27 ½ perch line

- | | |
|---------------------------|--|
| 1) South 24° 17' 24" West | 451.29 feet to the beginning of the 13 th or South 71° 45' West 31 7/10 perch line of Parcel No. 4 in the aforesaid deed, thence with a portion of said 13 th line |
| 2) South 71° 38' 43" West | 23.68 feet to a rear corner of Lot 14 in the Stonecrest subdivision, said point being designated as "SBC FD" on Sheet 1 of 4 of a plat entitled "Final Plat - Stonecrest" and recorded as Plat No. 8292 -8295 among the Land Records of Washington County, Maryland, thence with the rear boundaries of Lots 10 - 14, as shown on Sheet 1 of 4 and Sheet 2 of 4 of said plat |
| 3) North 24° 17' 24" East | 484.83 feet to a mag nail found set in a large rock along the southwestern boundary of a parcel of land convey from CSX Transportation, Inc. to the State of Maryland, to the use of the Department of Natural Resources, by deed dated September 6, 1991 and recorded in Liber 1015 at folio 796 among the Land Records of Washington County, Maryland, thence with said southwestern boundary the following two (2) courses; |
| 4) South 42° 40' 53" East | 25.71 feet, thence |
| 5) South 23° 53' 59" East | 2.57 feet to point along the 11 th or South 79° West 7 9/10 perch line of Parcel No. 4, thence with a portion of said 11 th line |
| 6) South 79° 17' 24" West | 9.96 feet to the Point of Beginning. |

Containing 8,286 square feet or 0.19 acres of land more or less.

Remainder of Parcel No. 3
Liber 659, folio 580
Page 2 of 2

Being part of Parcel No. 3 described in a deed from Vincent R. Groh, Personal Representative of the Estate of Charles Dudley Pry to Leonard Leroy Dorsey and Susan P. Dorsey, Guardian of the property of Jennifer Susan Dorsey, dated April 14, 1978 and recorded in Liber 659 at folio 580 among the Land Records of Washington County, Maryland.

The bearings described above are in the datum of the Maryland Coordinate System NAD 83(2011).

This description was either personally prepared by me or I was in responsible charge of the preparation and the surveying work reflected in it, all in compliance with the requirements set forth in COMAR 09.13.06.12 in effect at the time of this work.



George E. Nagel
Professional Land Surveyor
Maryland Registration No. 21052
Expiration/Renewal Date: August 24, 2020



WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6414, p. 0224, MSA_CE18_6366. Date available 11/06/2020. Printed 11/30/2023.

LR - Deed (w Taxes)
Recording Fee - ALL
20.00
Name: Holder
Ref:
LR - County Transfer
Tax - linked 0.00
LR - Surcharge -
linked 40.00
LR - Recordation Tax -
linked 3.80
LR - State Transfer
Tax - linked 0.00
LR - NR Tax - lkd 0.00
=====

SubTotal: 63.80

Total: 63.80

11/04/2020 03:50

CC21-RD

#14252696 CC0403 -

Washington

County/CC04.03.01 -

Register 01

This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court
Washington County, Maryland**

Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee 40.00
Recording Fee 20.00
County Transfer Tax
Recordation Tax 3.80
State Transfer Tax 2.50
Non-Resident Tax
TOTAL 66.30

LR - Deed (w Taxes)
Recording Fee - ALL
0.00
Name: baker
Ref:
LR - County Transfer
Tax - linked 0.00
LR - Surcharge -
linked 0.00
LR - Recordation Tax -
linked 0.00
LR - State Transfer
Tax - linked 2.50
LR - NR Tax - lkd 0.00
=====

SubTotal: 2.50

Total: 2.50

11/04/2020 03:53

CC21-RD

#14252719 CC0403 -

Washington

County/CC04.03.01 -

Register 01

NOTE: As of 3/2007, the gray shading has been removed. You may need to adjust your printer settings.

State of Md.

☐ Baltimore City ☐ _____ County

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

This form is fillable and can be completed using your PC. You can save the form to your PC for reuse but the information you input will not save (unless you have installed Adobe Acrobat or Adobe Approval software on your PC). For this reason, you should print the form once it is completed and make the appropriate number of copies - at least 4 copies.

1 Type(s) of Instruments		☐ Check Box if addendum Intake Form is Attached																																						
☒ Deed		☐ Mortgage		☐ Other _____																																				
☐ Improved Sale Arms-Length [1]		☒ Unimproved Sale Arms-Length [2]		☐ Multiple Accounts Arms-Length [3]																																				
☐ Not an Arms-Length Sale [9]																																								
2 Conveyance Type Check Box																																								
3 Tax Exemptions (if applicable)		Recordation _____ State Transfer _____ County Transfer _____																																						
Cite or Explain Authority																																								
4 Consideration and Tax Calculations		Consideration Amount Purchase Price/Consideration \$ 500.00 Any New Mortgage \$ 0.00 Balance of Existing Mortgage \$ 0.00 Other: \$ _____ Other: \$ _____ Full Cash Value: \$ 500.00		Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ _____ X () % = \$ _____ Less Exemption Amount = \$ _____ Total Transfer Tax = \$ _____ Recordation Tax Consideration \$ _____ X () per \$500 = \$ _____ TOTAL DUE \$ _____																																				
5 Fees		Amount of Fees Recording Charge \$ _____ Surcharge \$ _____ State Recordation Tax \$ _____ State Transfer Tax \$ _____ County Transfer Tax \$ _____ Other \$ _____ Other \$ _____		Dec. 1 Dec. 2 Agent Tax Bill C.B. Credit Ag. Tax/Other																																				
6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).		District _____ Property Tax ID No. (1) _____ Grantor Liber/Folio _____ Map _____ Parcel No. _____ Var. LOC _____ 19 009270 L772 F1089 Subdivision Name _____ Lot (3a) _____ Block (3b) _____ Sect/AR (3c) _____ Plat Ref. _____ SqFt/Acreage (4) 6286sf Location/Address of Property Being Conveyed (2) _____ Around Stonecrest Development Other Property Identifiers (if applicable) _____ Water Meter Account No. _____ Residential ☒ or Non-Residential ☐ Fee Simple ☒ or Ground Rent ☐ Amount: _____ Partial Conveyance? ☐ Yes ☒ No Description/Amount of SqFt/Acreage Transferred 6286 sf If Partial Conveyance, List Improvements Conveyed: _____ Dec. 1 - Grantor(s) Name(s) _____ Dec. 2 - Grantor(s) Name(s) _____ Jennifer Butts Baker (Formerly Jennifer Dorsey Butts) (Also Formerly Jennifer Susan Dorsey) Dec. 1 - Owner(s) of Record, if Different from Grantor(s) _____ Dec. 2 - Owner(s) of Record, if Different from Grantor(s) _____ Dec. 1 - Grantee(s) Name(s) _____ Dec. 2 - Grantee(s) Name(s) _____ Justin Holder New Owner's (Grantee) Mailing Address _____ 306 W. Chapline St., Sharpsburg, MD 21762 Dec. 1 - Additional Names to be Indexed (Optional) _____ Dec. 2 - Additional Names to be Indexed (Optional) _____																																						
7 Transferred From																																								
8 Transferred To																																								
9 Other Names to Be Indexed																																								
10 Contact/Mail Information		Instrument Submitted By or Contact Person Name: Adam D. Greiwell ☐ Return to Contact Person Firm: Greiwell & Garrett Johnson, LLC ☐ Hold for Pickup Address: 5 Cornell Ave., Hagerstown, MD 21742 ☒ Return Address Provided Phone: (240) 310-9130																																						
11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER		Assessment Information Yes ☒ No ☐ Will the property being conveyed be the grantee's principal residence? Yes ☒ No ☐ Does transfer include personal property? If yes, identify _____ Yes ☒ No ☐ Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).																																						
Assessment Use Only - Do Not Write Below This Line		<table border="1"> <tr> <th>Terminal Verification</th> <th>Agricultural Verification</th> <th>Whole</th> <th>Part</th> <th>Trans. Process Verification</th> </tr> <tr> <td>Transfer Number</td> <td>Date Received</td> <td>Deed Reference:</td> <td>Assigned Property No:</td> <td></td> </tr> <tr> <td>Year 20</td> <td>20</td> <td>Geo</td> <td>Map</td> <td>Sub</td> </tr> <tr> <td>Land</td> <td></td> <td>Zoning</td> <td>Grid</td> <td>Plat</td> </tr> <tr> <td>Buildings</td> <td></td> <td>Use</td> <td>Parcel</td> <td>Section</td> </tr> <tr> <td>Total</td> <td></td> <td>Town Cd.</td> <td>Ex. St.</td> <td>Ex. Cd.</td> </tr> <tr> <td colspan="5">REMARKS:</td> </tr> </table>				Terminal Verification	Agricultural Verification	Whole	Part	Trans. Process Verification	Transfer Number	Date Received	Deed Reference:	Assigned Property No:		Year 20	20	Geo	Map	Sub	Land		Zoning	Grid	Plat	Buildings		Use	Parcel	Section	Total		Town Cd.	Ex. St.	Ex. Cd.	REMARKS:				
Terminal Verification	Agricultural Verification	Whole	Part	Trans. Process Verification																																				
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Year 20	20	Geo	Map	Sub																																				
Land		Zoning	Grid	Plat																																				
Buildings		Use	Parcel	Section																																				
Total		Town Cd.	Ex. St.	Ex. Cd.																																				
REMARKS:																																								
RESET FORM		Distribution: White - Clerk's Office Pink - Office of Finance Copy - SDAT Collected - Preparer AOC-CC-300 (5/2007) PRINT FORM on 8 1/2 x 14 Submit 4 copies																																						

Quitclaim Deed

This Quitclaim Deed, made this 10th day of August, 2020, by **Stonecrest Development, LLC** ("Grantor") and **Justin Holder** ("Grantee"):

Whereas, Grantor was a limited liability company organized under the laws of the State of Maryland on or about November 10, 2003; and

Whereas, Grantor filed Articles of Cancellation on or about June 23, 2008, and, therein Gary W. Castle was designated as the member to wind up the company; and

Whereas, Maryland Corporations and Associations Article, Section 4A-908(b) provides that "Notwithstanding the filing of articles of cancellation, the limited liability company continues to exist for the purpose of paying, satisfying, and discharging any existing debts or obligations, collecting and distributing its assets, and doing all other acts required to liquidate and wind up its business and affairs;" and

Whereas, Grantor acquired a parcel of land by virtue of a deed dated November 14, 2003 and recorded among the Land Records for Washington County, Maryland at Liber 2193, folio 587 ("Grantor's Lands"). Said Grantor's Lands were stated to be "all the same real estate described and conveyed in a deed from Nancy D. Shatto to Thomas S. Davis dated September 29, 1996 and recorded in the Land Records of Washington County, Maryland in Liber 1367, folio 1073; and

Whereas, the lands conveyed in the said deed recorded at Liber 1367, folio 1073 were stated to be "the same property as described in deed recorded in Liber 1293 Folio 1061;" and

Whereas, the lands conveyed in the said deed recorded at Liber 1293, Folio 1061 were stated to be "the same property as described in deed recorded in Liber 1289 Folio 415;" and

Whereas, the lands conveyed in the said deed recorded at Liber 1289, Folio 415 were stated to be "part of Parcel No. 3 of the lands conveyed by Samuel C. Strite, Guardian to Jennifer. D. Butts by deed dated October 23, 1984, which is recorded in Liber 772 folio 1069 among the Land Records of Washington County, Maryland. Said parcel having been separated from the remainder of Parcel No. 3 by the public road known as Dogstreet Road;" and

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6370, p. 0249, MSA_CE18_6322. Date available 09/25/2020. Printed 11/30/2023.

000613

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6370, p. 0250, MSA_CE18_6322. Date available 09/25/2020. Printed 11/30/2023.

Whereas, Parcel No. 3 of the lands conveyed by the said deed recorded at Liber 772 folio 1069 was stated to be Parcel #3 "in the Deed from Vincent R. Groh, Personal Representative of the Estate of Charles Dudley Pry, Deceased, dated April 14, 1978, and of record at Liber 659, folio 580 among the Washington County Land Records, reference thereto being hereby made for a more complete and particular description by metes and bounds, courses and distances, for the lands and property hereby conveyed;" and

Whereas, Parcel #3 of the lands conveyed by the said deed recorded at Liber 659, folio 580 was stated to be "the same property as was described as Parcel No. 3 in the deed from Charles Dudley Pry to Louise V. Staubs, dated August 17 1931 and recorded in Liber 189 folio 196;" and

Whereas, Grantor conveyed out part of its aforesaid Grantor's Lands designated as Lots 1, 2, 3, 4, 5, 14, 15, 16, 17, 18, and 21 on Plat folio 8292, *et seq.*, to R & J Builders, Inc., by deed dated October 20, 2006 and recorded at Liber 3137, folio 662 among the Land Records for Washington County, Maryland; and

Whereas, Grantor conveyed out part of its aforesaid Grantor's Lands designated as "Addition Area to Levey" on Plat folio 8292, *et seq.*, to Barry Levey and Donna G. Levey, by deed dated December 7, 2006 and recorded at Liber 3194, folio 614 among the Land Records for Washington County, Maryland; and

Whereas, Grantor conveyed out part of its aforesaid Grantor's Lands designated as Lots 6, 7, 8, 9, 10, 11, 12, 13, 19, and 20 to R & J Builders, Inc., by deed dated April 16, 2007 and recorded at Liber 3275, folio 133 among the Land Records for Washington County, Maryland; and

Whereas, Grantor conveyed out part of its aforesaid Grantor's Lands designated as Storm Water Management Area #1, Storm Water Management Area #2, and Park Area on Plat folio 8292, *et seq.*, to Stonecrest Homeowners Association, Inc., by deed dated March 13, 2014 and recorded at Liber 4732, folio 163 among the Land Records for Washington County, Maryland; and

Whereas, Grantor conveyed out part of its aforesaid Grantor's Lands designated as "[t]he various Areas Dedicated to Public Use for Dogstreet Road and Stonecrest Circle" on Plat folio 8292, *et seq.*, to Capstone ResDev, LLC by deed dated March 13, 2014 and recorded at Liber 4732, folio 168 among the Land Records for Washington County, Maryland; and

ROD L. HENNEY, TREASURER
TAXES PAID 9123120
AUTHORIZED BY 2411

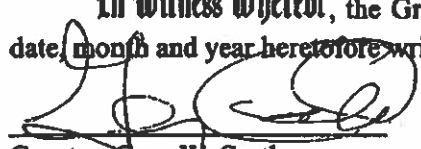
Whereas, the lots and lands conveyed out by Grantor from the aforesaid Grantor's Lands prior to the date of this Quitclaim Deed have not heretofore conveyed out all of the aforesaid Grantor's Lands; and

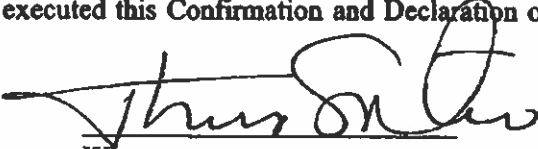
Whereas, the Grantor desires to quitclaim unto the Grantee all of its remaining rights, title and interest, rights and appurtenances thereto in any and all of the Grantor's Lands that remain with the Grantor, said remaining lands being more specifically described herein.

Now Therefore Witnesseth: That for and in consideration of the sum of **FIVE HUNDRED DOLLARS (\$500.00)**, the receipt and sufficiency of which by the Grantor is hereby acknowledged, said Grantor does hereby grant, convey, release, assign and quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the Grantor's rights, title and interest in any of Grantor's Lands remaining in the Grantor as of the date of this Quitclaim Deed and all rights and appurtenances thereto including but not limited to such of those lands as more specifically described in that certain **DESCRIPTION OF REMAINING LANDS OF PARCEL No. 3, Liber 659, folio 580** dated August 7, 2020, prepared by George E. Nagel, Professional Land Surveyor of Fox & Associates, Inc., a true and accurate copy of which is annexed hereto and incorporated herein by reference.

Together With and Subject To all of the covenants, easements, rights of way, appurtenances, advantages and restrictions of record applicable thereto, including, specifically that Right of Way that was granted by that deed dated March 22, 1872 and recorded in W.McK.K. 6, folio 363 among the land records for Washington County, more specifically described therein as a Right of Way granted "unto the said David Kretzer his heirs and assigns forever the use of a wagon road to and from said land being conveyed, commencing at a stone situated on the West margin of the said Washington County Rail Road, at what said Cost called his Rail Road Crossing, and running thence along the Western boundaries of said road, South 30 3/4 degrees East 14 perches to a stone, South 36 degrees East 10 6/10 perches to the lands of Jacob Keedy, thence along the division line between said Aaron Cost and Jacob Keedy until — intersect the road leaving from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakle's Mill."

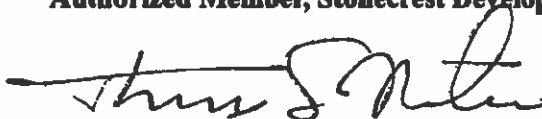
In Witness Whereof, the Grantor has executed this Confirmation and Declaration on the date, month and year heretofore written.


Grantor, Gary W. Castle
Authorized Member
Stonecrest Development, LLC


Witness

STATE OF MARYLAND
COUNTY OF WASHINGTON

This document was acknowledged before me on August 10, 2020 by Gary W. Castle,
Authorized Member, Stonecrest Development, LLC (Grantor) to be his act.

 (SEAL)
Signature of Notary



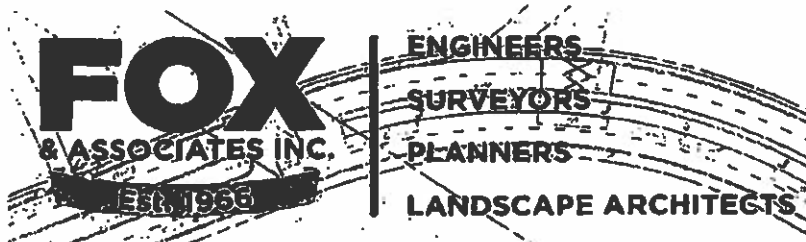
My Commission Expires: 10/1/2020

I hereby certify that the foregoing instrument was prepared by or under the supervision of
the undersigned Adam D. Greivell, Esq., an attorney duly admitted to practice before the Court
of Appeals of Maryland to the instrument.


Adam D. Greivell, Esq.

Mail to:

Justin Holder
308 W. Chapline St.
Sharpsburg, MD 21782



981 Mt. Aetna Road
Hagerstown, MD 21740
Phone: 301-733-8503
Fax: 301-733-1853
Email: foxhagerstown@foxassociatesinc.com

August 7, 2020

**DESCRIPTION OF
REMAINING LANDS OF
PARCEL No. 3**
Liber 659, folio 580

Situate southeast of Stonecrest Circle and northeast of Dogstreet Road in District Number 19, Washington County, Maryland.

Beginning at a stone found, said stone being at the beginning of the 12th or South 24° West 27 ½ perch line of Parcel No. 4 in a deed from J. Albert Shank and Frances S. Harp, Attorneys in fact for Sarah E. Shank, and Sarah E. Shank to Roy G. Reeder and Mae M. Reeder, dated April 30, 1945 and recorded in Liber 230 at folio 139 among the Land Records of Washington County, Maryland, thence with the 12th or South 24° West 27 ½ perch line

- | | |
|---------------------------|--|
| 1) South 24° 17' 24" West | 451.29 feet to the beginning of the 13 th or South 71° 45' West 31 7/10 perch line of Parcel No. 4 in the aforesaid deed, thence with a portion of said 13 th line |
| 2) South 71° 38' 43" West | 23.68 feet to a rear corner of Lot 14 in the Stonecrest subdivision, said point being designated as "SBC FD" on Sheet 1 of 4 of a plat entitled "Final Plat - Stonecrest" and recorded as Plat No. 8292 -8295 among the Land Records of Washington County, Maryland, thence with the rear boundaries of Lots 10 - 14, as shown on Sheet 1 of 4 and Sheet 2 of 4 of said plat |
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Containing 8,286 square feet or 0.19 acres of land more or less.

Remainder of Parcel No. 3
Liber 659, folio 580
Page 2 of 2

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The bearings described above are in the datum of the Maryland Coordinate System NAD 83(2011).

This description was either personally prepared by me or I was in responsible charge of the preparation and the surveying work reflected in it, all in compliance with the requirements set forth in COMAR 09.13.06.12 in effect at the time of this work.



George E. Nagel
Professional Land Surveyor
Maryland Registration No. 21052
Expiration/Renewal Date: August 24, 2020



LR - Deed (w Taxes)
Recording Fee - ALL 20.00
Name: Holder
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LR - Surcharge -
linked 40.00
LR - Recordation Tax -
linked 3.00
LR - State Transfer
Tax - linked 2.50
LR - NR Tax - 1kd 0.00
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SubTotal:	66.30
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Total:	66.30
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09/23/2020 01:27 CC21-XB
#14105915 CC0403 -
Washington
County/CC04.03.02 -
Register 02

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6370, p. 0255, MSA_CE18_6322. Date available 09/25/2020. Printed 11/30/2023.

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland
Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	-
Recordation Tax	3.00
State Transfer Tax	2.50
Non-Resident Tax	
TOTAL	66.30

NOTE: As of 5/2007, the gray shading has been removed from this document. You may need to adjust your printer settings.

State of Maryland L&M 10-64 (REVISED 7-89)

☐ Baltimore City ☒ County Washington

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• his form is fillable and can be completed using your PC. You can save the form to your PC for reuse but the information you input will not save (unless you have installed Adobe Acrobat or Adobe Approval software on your PC). For this reason, you should print the form once it is completed and make the appropriate number of copies-- at least 4 copies.

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10	Contact/Mail Information	Instrument Submitted By or Contact Person Name: Adam D. Greivell Firm: Greivell & Garrett Johnson, LLC Address: 5 Cornell Ave., Hagerstown, MD 21742 Phone: (240) 310-9150 ☐ Return to Contact Person ☐ Hold for Pickup ☒ Return Address Provided																																																									
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		Assessment Use Only - Do Not Write Below This Line <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Termined Verification</th> <th colspan="2">Agricultural Verification</th> <th colspan="2">Whole</th> <th colspan="2">Part</th> <th colspan="2">Trans. Process Verification</th> </tr> <tr> <th>Transfer Number</th> <th>Date Received</th> <th>Deed Reference</th> <th>Assigned Property No.</th> <th>Year</th> <th>20</th> <th>20</th> <th>Geo.</th> <th>Map</th> <th>Sub</th> <th>Block</th> </tr> <tr> <td>Land</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Zoning</td> <td>Grid</td> <td></td> <td>Plat</td> </tr> <tr> <td>Buildings</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Use</td> <td>Parcel</td> <td></td> <td>Section</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Town Cd.</td> <td>Ex. St.</td> <td></td> <td>Occ. Cd.</td> </tr> </table> REMARKS:				Termined Verification		Agricultural Verification		Whole		Part		Trans. Process Verification		Transfer Number	Date Received	Deed Reference	Assigned Property No.	Year	20	20	Geo.	Map	Sub	Block	Land							Zoning	Grid		Plat	Buildings							Use	Parcel		Section	Total							Town Cd.	Ex. St.		Occ. Cd.
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Total							Town Cd.	Ex. St.		Occ. Cd.																																																	

State of Maryland Land Instrument Intake Sheet										
☐ Baltimore City ☒ County: Washington Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only. (Type or Print in Black Ink Only—All Copies Must Be Legible)										
1	Type(s) of Instruments	☐ Check Box if addendum Intake Form is Attached								
		☒ Deed ☐ Deed of Trust ☐ Improved Sale Arms-Length (1) ☐ Other	☐ Mortgage Lease ☐ Unimproved Sale Arms-Length (2) ☐ Other	☐ Other ☒ Not an Arms-Length Sale (9)						
2	Conveyance Type Check Box									
3	Tax Exemptions (if applicable)	Recordation State Transfer County Transfer								
4	Consideration and Tax Calculations	Consideration Amount				Finance Office Use Only Transfer and Recordation Tax Consideration				
		Purchase Price/Consideration \$ 500.00				Transfer Tax Consideration \$				
		Any New Mortgage \$ 0.00				X () % = \$				
		Balance of Existing Mortgage \$ 0.00				Less Exemption Amount = \$				
		Other \$				Total Transfer Tax = \$				
		Full Cash Value: \$ 500.00				Recordation Tax Consideration X () per \$500 = \$				
5	Fees	Amount of Fees				Agent				
		Recording Charge \$ 20.00				Tax Bill				
		Surcharge \$ 40.00				C.B. Credit:				
		State Recordation Tax \$ 3.80				Ag Tax/Other:				
		State Transfer Tax \$ 2.50								
		County Transfer Tax \$								
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Polio	Map	Parcel No.	Var. LOG			
		19	009270	21934577			(5)			
		Subdivision Name		Lot (3a)	Block (3b)	Sec/AR (3c)	Plat Ref.	SqFt/Acreage (4)		
								8286SF		
		Location/Address of Property Being Conveyed (2)								
		Behind Stonecrest Development								
		Other Property Identifiers (if applicable)								
		Water Meter Account No.								
		Residential ☒ or Non Residential ☐ Fee Simple ☒ or Ground Rent ☐ Amount:								
		Partial Conveyance? ☐ Yes ☐ No Description/Am't of SqFt/Acreage Transferred:								
7	Transferred From	Dec. 1 - Grantor(s) Name(s)				Dec. 2 - Grantor(s) Name(s)				
		Stonecrest Development, LLC								
8	Transferred To	Dec. 1 - Owner(s) of Record, if Different from Grantor(s)				Dec. 2 - Owner(s) of Record, if Different from Grantor(s)				
		Justin Holder								
9	Other Names to Be Indexed	Dec. 1 - Additional Names to be Indexed (Optional)				Dec. 2 - Additional Names to be Indexed (Optional)				
10	Contact/Mail Information	Instrument Submitted By or Contact Person						☐ Return to Contact Person ☐ Hold for Pickup ☒ Return Address Provided		
		Name: Adam Greivell Firm: Greivell & Garrott Johnson, LLC Address: 5 Cornwell Avenue, Hagerstown, MD 21742 Phone: (240) 310 9150								
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER									
	Assessment Information	Will the property being conveyed be the grantee's principal residence? Yes ☐ No ☒ Does transfer include personal property? If yes, identify:								
		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required) Yes ☐ No ☒								
		Assessment Use Only - Do Not Write Below This Line								
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	Transfer Number		Date Received		Deed Reference		Assigned Property No			
	Year	20	20		Geo	Map	Sub	Block		
	Land				Zoning	Grid	Plat	Lot		
	Buildings				Use	Parcel	Section	Occ Cd		
	Total				Town Cd	Ex. SL	Ex. Cd			
	REMARKS									

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6370, p. 0257, MSA_CE18_6322, Date available 09/25/2020, Printed 11/30/2023.

Space Reserved for County Validation

Space Reserved for Circuit Court Clerk Reporting Validation

Distribution: White - Clerk's Office
Pink - Office of Finance

Canary SDAT
Goldwood - Preparer

ADC-CC-300 (5/2007)

Taxes Paid \$0.00
Todd L. Hershey, Treasurer
AR 08-17-2021

Washington Cty Cir Crt	
IMP FD SURE	\$40.00
RECORDING FEE	\$20.00
TR TAX STATE	\$2.50
CTY REC TAX	\$3.80
TOTAL	\$66.30
KRT RZ	12:33 pm
Aug 18, 2021	

Quitclaim Deed

This Quitclaim Deed, made this 22ND day of June, 2021, by Jennifer Butts Baker (formerly, Jennifer Dorsey Butts; formerly, Jenifer Susan Dorsey) ("Grantor") and Justin Holder ("Grantee"):

Whereas, Grantor acquired a parcel of land by virtue of a Deed dated August 31, 1984, and recorded among the Land Records for Washington County, Maryland at Liber 772, folio 1069; and

Whereas, by virtue of said Deed recorded at Liber 772, folio 1069, Grantor acquired fee simple title to the lands described as Tract No. 1 of Parcel No. 3 in that Deed dated April 14, 1978, and recorded among the Land Records for Washington County, Maryland at Liber 659, folio 580 (said Tract No. 1 of Parcel No. 3 of said Deed recorded at Liber 659, folio 580 is hereinafter referred to as "Grantor's Lands"); and

Whereas, on November 3, 2020, Grantor quitclaimed to Grantee Justin Holder of Washington County, Maryland all rights, title and interest in and to such portions of the aforesaid Grantor's Lands that remained in Grantor's title, by Deed recorded at Liber 6414 Folio 219 among the Land Records of Washington County ; and

Whereas, Samuel Cost of Washington County Maryland, Predecessor in Title to Grantor, by Deed dated October 30, 1866 and recorded at Liber I.N. 18, folio 488 among the Land Records of Washington County, granted to the Washington County Railroad Company, a quasi-public corporation incorporated by chapter 334 of the Acts of Assembly of 1864, some rights and interest "through the land of the said Samuel Cost," as more particularly described in said Deed : and

Whereas, Grantor is heir to both Samuel Cost of Washington County, Maryland and his son, Aaron Cost (also a predecessor in title to the Grantor), and, therefore, to the extent that any

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prior land instrument failed to convey all of Samuel Cost's or Aaron Cost's Fee Simple or other remaining right, title, interest, and estate in and to any rights in any lands lying within the bounds of the former Washington County Railroad Company Right-of-Way, title to any of said lands remains in the Grantor; and

Whereas, the Deed recorded at Liber I.N. 18, folio 488 of the Land Records of Washington County expressly describes the metes and bounds of the grant therein of rights through the land of Samuel Cost as beginning "at a point on the center line of the road bed of the Washington County Rail Road Company as the same would be when built"... "and extending from said point on the center line of said road bed as the same would be as aforesaid," i.e., "when built;" and

Whereas, to the extent that the extent and definition of the rights granted to the Washington County Rail Road Company were dependent upon the "center line of the road bed of the Washington County Rail Road Company as the same would be when built," and to the extent that the rights were granted by Samuel Cost to the Washington County Rail Road Company as a *quasi-public* company incorporated by Chapter 334 of the Acts of Assembly of 1864, which said company was granted, by the said Act, only a limited right "to construct a road or roads from Hagerstown to any point on the line of the Baltimore and Ohio Railroad east of Harper's Ferry ... not exceeding sixty-six feet wide," and "after the purchase and condemnation thereof" ... may enter upon and use and excavate any land that may be wanted for the site of the said railroad," then, the rights acquired by the said Washington County Rail Road Company were limited to the purpose of operating a Railroad; and

Whereas, CSX Transportation was Successor in Interest to Baltimore and Ohio Railroad, and Baltimore and Ohio Railroad was Successor in Interest to Washington County Rail Road Company; and

Whereas, Baltimore and Ohio Railroad as Successor in Interest to Washington County Railroad Company, expressed its decisive intent and objective manifestation of the same in Interstate Commerce Commission Docket AB 19 SUB 20 on March 18th, 1975, and in all related proceedings following thereafter. **ABANDONING the RIGHT OF WAY** commonly known as the "Washington County Branch of the Baltimore and Ohio Railroad;" and

Whereas, Baltimore and Ohio Railroad as Successor in Interest to Washington County Rail Road Company, did notoriously and overtly remove all tracks, rails and bridges within the

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Metes and Bounds of aforesaid **ABANDONED RAILROAD RIGHT OF WAY** as it crossed **THROUGH THE LANDS** of Samuel Cost; and

Whereas, the Roadbed of aforesaid Washington County Rail Road Company, is and was, as of the time the tracks and bridges were removed, **NO LONGER BUILT** and the **ABANDONED RAILROAD RIGHT OF WAY** as it crossed **THROUGH THE LANDS** of Samuel Cost is and was no longer in service as a railroad; and

Whereas, "[t]he general rule is that the right and title to a mere easement in land acquired by a *quasi*-public corporation, either by purchase, condemnation or prescription, for a public purpose is dependent upon the continued use of the property for that purpose, and when such public use is abandoned the right to hold the land ceases, and the property reverts to its original owner or his successors in title." *Maryland & Pa. R. Co. v. Mercantile-Safe Deposit & Trust Co.*, 224 Md. 34 (1960); and

Whereas, to the extent that Samuel Cost, Aaron Cost, or their heirs, retained any right, title, interest, or estate in and to any of the lands within the metes and bounds of the grant of the railroad right of way by Samuel Cost by the Deed recorded at Liber I.N. 18, folio 488, and to the extent that said rights did not convey unto the Grantor solely by virtue of that Deed recorded at Liber 772, folio 1069, and to the further extent that the Grantor has inherited any or all of said rights, title, interest or estate in and to the said lands, the Grantor, heir to Samuel Cost and Aaron Cost, desires to quitclaim unto the Grantee any and all of her remaining rights, title and interest, estate and appurtenances thereto, in and to any and all of the lands as contained in the Metes and Bounds description of Indenture dated September 10th, 1832 to Samuel Cost of Washington County, Maryland by David Hess of Montgomery County, Ohio, *et al.*, recorded among Land Records of Washington County at Liber N. N., folio 520, to include specifically, and without limitation, any rights, title, interest and estate in any portion of land through the said lands of Samuel Cost, commonly known as the "Abandoned Railroad". Said lands and all rights, title, interest and estate in said lands as described in this paragraph shall be referred to hereafter as the "Lands Remaining in Cost."

Now Therefore Witnesseth: That, for and in consideration of the sum of **\$500.00**, the receipt and sufficiency of which by the Grantor is hereby acknowledged, said Grantor does hereby grant, convey, release, assign and quitclaim to the Grantee, his personal representatives, heirs and assigns, all of the Grantor's rights, title, interest, and estate in any and all of the Lands Remaining in Cost as the title to the same shall remain in the Grantor as of the date of this

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WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6729, p. 0368, MSA_CE18_6681. Date available 08/19/2021. Printed 11/30/2023.

Quitclaim Deed, and all rights and appurtenances thereto, including but not limited to: (a) such of those lands as are more specifically described in that certain DESCRIPTION OF REMAINING LANDS OF PARCEL No. 3, Liber 659, folio 580 dated August 7, 2020, prepared by George E. Nagel, Professional Land Surveyor of Fox & Associates, Inc., a true and accurate copy of which is annexed hereto and incorporated herein by reference; (b) the Lands Remaining in Cost, and (c) any and all of Grantor's Lands lying clear of any previous conveyance of Grantor out of the aforesaid Grantor's Lands.

Together With and Subject To all of the covenants, easements, rights of way, appurtenances, advantages and restrictions of record applicable thereto, including, specifically that Right of Way that was granted by that deed dated March 22, 1872 and recorded in W.McK.K. 6, folio 363 among the land records for Washington County, more specifically described therein as a Right of Way granted "unto the said David Kretzer his heirs and assigns forever the use of a wagon road to and from said land being conveyed, commencing at a stone situated on the West margin of the said Washington County Rail Road, at what said Cost called his Rail Road Crossing, and running thence along the Western boundaries of said road, South 30 3/4 degrees East 14 perches to a stone, South 36 degrees East 10 6/10 perches to the lands of Jacob Keedy, thence along the division line between said Aaron Cost and Jacob Keedy until -- intersect the road leaving from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakle's Mill."

In Witness Whereof, the Grantor has executed this Quitclaim Deed on the date, month and year heretofore written.


Grantor, Jennifer Butts Baker 4/22/2021
Grantor, Jennifer Dorsey Butts
Grantor, Jennifer Susan Dorsey


Witness 6/22/2021

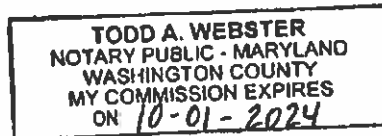


WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6729, p. 0369, MSA_CE18_6681. Date available 08/19/2021. Printed 11/30/2023.

STATE OF MARYLAND COUNTY OF WASHINGTON

This document was acknowledged before me on June 22nd, 2021 by Jennifer Susan Dorsay Butts Baker (Grantor) to be her act.

 (SEAL)
Signature of Notary



My Commission Expires: 10-01-2024

I hereby certify that the foregoing instrument was prepared by or under the supervision of the undersigned Adam D. Greivell, Esq., an attorney duly admitted to practice before the Court of Appeals of Maryland to the instrument.


Adam D. Greivell, Esq.

Mail to:

Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782





ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

981 Mt. Aetna Road
Hagerstown, MD 21740
Phone: 301-733-8503
Fax: 301-733-1853
Email: foxhagerstown@foxassociatesinc.com

August 7, 2020

DESCRIPTION OF
REMAINING LANDS OF
PARCEL No. 3
Liber 659, folio 580

Situate southeast of Stonecrest Circle and northeast of Dogstreet Road in District Number 19, Washington County, Maryland.

Beginning at a stone found, said stone being at the beginning of the 12th or South 24° West 27 1/2 perch line of Parcel No. 4 in a deed from J. Albert Shank and Frances S. Harp, Attorneys in fact for Sarah E. Shank, and Sarah E. Shank to Roy G. Reeder and Mae M. Reeder, dated April 30, 1945 and recorded in Liber 230 at folio 139 among the Land Records of Washington County, Maryland, thence with the 12th or South 24° West 27 1/2 perch line

- 1) South 24° 17' 24" West 451.29 feet to the beginning of the 13th or South 71° 45' West 31 7/10 perch line of Parcel No. 4 in the aforesaid deed, thence with a portion of said 13th line
- 2) South 71° 38' 43" West 23.68 feet to a rear corner of Lot 14 in the Stonecrest subdivision, said point being designated as "SBC PID" on Sheet 1 of 4 of a plat entitled "Final Plat - Stonecrest" and recorded as Plat No. 8292 -8295 among the Land Records of Washington County, Maryland, thence with the rear boundaries of Lots 10 - 14, as shown on Sheet 1 of 4 and Sheet 2 of 4 of said plat
- 3) North 24° 17' 24" East 484.83 feet to a mag nail found set in a large rock along the southwestern boundary of a parcel of land convey from CSX Transportation, Inc. to the State of Maryland, to the use of the Department of Natural Resources, by deed dated September 6, 1991 and recorded in Liber 1015 at folio 796 among the Land Records of Washington County, Maryland, thence with said southwestern boundary the following two (2) courses;
- 4) South 42° 40' 53" East 25.71 feet, thence
- 5) South 23° 53' 59" East 2.57 feet to point along the 11th or South 79° West 7 9/10 perch line of Parcel No. 4, thence with a portion of said 11th line
- 6) South 79° 17' 24" West 9.96 feet to the Point of Beginning.

Containing 8,286 square feet or 0.19 acres of land more or less.

J:\fox Project Documentation\DESCRIP\20-15352\Folder: Remains\121931587.docx

JBB

WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6729, p. 0370, MSA_CE18_6681. Date available 08/19/2021. Printed 11/30/2023.

Remainder of Parcel No. 3
Liber 659, folio 580
Page 2 of 2

Being part of Parcel No. 3 described in a deed from Vincent R. Groh, Personal Representative of the Estate of Charles Dudley Pry to Leonard Leroy Dorsey and Susan P. Dorsey, Guardian of the property of Jennifer Susan Dorsey, dated April 14, 1978 and recorded in Liber 659 at folio 580 among the Land Records of Washington County, Maryland.

The bearings described above are in the datum of the Maryland Coordinate System NAD 83(2011).

This description was either personally prepared by me or I was in responsible charge of the preparation and the surveying work reflected in it, all in compliance with the requirements set forth in COMAR 09.13.06.12 in effect at the time of this work.



George E. Nagel
Professional Land Surveyor
Maryland Registration No. 21052
Expiration/Renewal Date: August 24, 2020



Source Reserved for County Validation

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN HOLDER

Plaintiff

v.

MILES AND STOCKBRIDGE P.C.,

Defendant(s)

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CASE NO.: C-21-CV-23-000473

**MOTION TO STRIKE THE APPEARANCE OF ECCLESTON & WOLF, P.C. AND
OPPOSITION TO DEFENDANT M&S' MOTION TO DISMISS -
HEARING REQUESTED**

COMES NOW Plaintiff, Justin Holder, ("Mr. Holder") in proper person, and moves this court to strike the appearance of ECCLESTON & WOLF, P.C., and the motion to dismiss, (the "MTD")¹ filed by Defendant, Miles and Stockbridge P.C., ("M&S"), or alternatively, Mr. Holder opposes that MTD, and requests a hearing on the propriety of taking judicial notice, and the MTD, in accordance with Md. Rule 2-311 & 5-201, and states:

MOTION TO STRIKE APPEARANCE OF ECCLESTON & WOLF, P.C., AND THE MTD

1. M&S, by and through its counsel ECCLESTON & WOLF, P.C., runs the bus over Adam Grievell, Esq., (Mr. "Grievell"), falsely inferring that M&S DID NOT provide the only relevant and material advice in drafting the three (3) deeds subject of this instant suit that were ultimately found to be "illegal subdivisions," and thus void.² MTD pp. 8-12.
2. Indeed, Mr. Grievell is, and has been for some time, represented by the firm ECCLESTON & WOLF, P.C. in the U.S. District Court of Maryland Case No.: 21-cv-1242-CCB (*Marek Tchorzewski v. Christopher Musick et al.*) See Ex. H (October 25, 2023 letter from Eric M. Rigatuso, on behalf of Mr. Grievell, explaining to the Plaintiff that the US

¹ M&S filed a Memorandum as part of its MTD, which said Memorandum is referred to as the MTD.

² M&S attempts to infer liability on Mr. Grievell because he "prepared" the instrument(s), ignoring the well pled facts allege that the deeds were void because the "Grantee" in the deeds was not an "adjoining owner," which is attributable solely to the advice of M&S. See Complaint ¶¶ 14-17 & 21-24

DISTRICT COURT “(‘has already determined that [there is] nothing in the promissory note that constitutes an agreement to escrow the loan or for Greivell to act as an escrow agent’) [and] ‘[w]ithout the creation of fiduciary duty, Greivell owed no other duty...’”)

3. M&S now makes Mr. Grievell, (Mr. Holder’s counsel) a key fact witness in its MTD, which was filed by and through ECCLESTON & WOLF, P.C., in which M&S is inferring liability on ECCLESTON & WOLF, P.C.’s client, Mr. Grievell, requiring his testimony.
4. ECCLESTON & WOLF, P.C.’s representation of Mr. Greivell, and the privileged conversations therein, give M&S an unfair advantage over Mr. Holder in this instant matter because M&S ,by and through its privities ECCLESTON & WOLF, P.C., could for example take the deposition of Mr. Grievell, and explore how “good or bad “ he is, or how diligent, or whatever, and they could know “things” to ask that they only “know” from the attorney client relationship, and information received in confidence or privity.
5. Mr. Holder, nor Mr. Grievell, have waived the conflicts associated with M&S discussing Mr. Holder’s “matters” with Young, or ECCLESTON & WOLF, P.C. representing M&S in this instant suit. See Md. Rule 19-301.7(b)(4). (Client must provide “informed consent”)
6. ECCLESTON & WOLF, P.C. should strike its appearance *sua sponte* if it simply neglected to check conflicts, but if it fails to do so, this court must strike the appearance of ECCLESTON & WOLF, P.C., the MTD, and allow Mr. Holder additional time to conduct discovery in order to understand the full extent of the prejudice he has been subjected to thus far, so Mr. Holder can request more appropriate relief from this court.³

³ Without understanding the breadth of prejudice and extent of unfair advantage M&S provided to Mr. Holder’s adversary, Young, and/or ECCLESTON & WOLF, P.C. provided to M&S, Mr. Holder is at a disadvantage in requesting appropriate relief from this court, short of the extraordinary sanction of default judgement in his favor. At a minimum M&S should be barred by the doctrine of *unclean hands* to any defenses in equity, pending further inquiry by Plaintiff, and/or this court.

OPPOSITION TO MOTION TO DISMISS

7. M&S's MTD generally ignores Mr. Holder's facts of its breach of the contract and/or negligence in discussing Mr. Holder's "matters" with his adversaries. *See* MTD p. 10 n. 6
8. M&S knows that it discussed Mr. Holder's "matters" with Young with the purely evil motive of providing Young an unfair advantage in litigation.⁴ This undisputed fact alone proves that Mr. Holder's claims of breach of contract and confidence are unassailable.⁵
9. M&S properly concludes from the well pled facts in the Complaint "that, if M&S had advised [Mr. Holder] to obtain title to the property as tenants by the entireties...certain quitclaim deeds to the property would not have been deemed void." MTD p. 1.
10. "M&S never represented Mr. Holder in the Young Litigation." MTD p. 2 However, "[f]rom October 26, 2020 to December 29, 2020, M&S represented Deena Holder and Uncle Eddies Brokedown Palace, LLC (hereinafter, 'Uncle Eddies') in the Young Litigation." MTD p. 2 n. 2 The inference from the Complaint is that at the exclusive advice of M&S, Mr. Holder held the fee simple individually, and his wife and Uncle Eddies claimed by easement. *See* Complaint ¶17 (providing advice "regarding title issues surrounding your ongoing cases...to add further strategy you have not considered.")
11. Mr. Holder can absolutely prove his damages in this instant suit!⁶ Indeed, Plat 2499 as recorded among the land records of Washington County, Maryland depicts Young's Parcel 3 as a 12.2 foot wide strip of land, and the survey certificate contained in the three (3) quit claim deeds subject of this suit describe the Gap as 25 foot wide. *See* MTD Ex. 1-3

⁴ M&S cannot dispute this uncontroverted fact, and it has waived its right to do so in its MTD.

⁵ The attorney client contract is based in confidence, when an attorney violates that confidence that contract is breached, and damages are instant. There is no "harmless" breach of a clients confidence.

⁶ "M&S incorrectly argues it "did not breach any duty owed...breach was not the proximate cause of Mr. Holder's alleged damages, and Mr. Holder did not, in fact, suffer *any* damages." MTD p. 1

12. It is again unassailable that some of the "remaining lands" subject of Mr. Holder's quit claim deeds exist between Young's claimed Parcel(s) 1 & 3, and elsewhere. Ex. A pp. 1-13
13. M&S is legally incorrect when it baldly states in conclusory fashion that "[a]ll of Mrs. Holders properties and Uncle Eddies' are separated by an abandoned railroad and a Stonecrest forest conservation easement from Mr. Young's Keedysville Property. Exhibit 1 at 15. As such, the land in question was not contiguous." MTD p 9 Under Maryland law a railroad right-of-way is presumed to be an easement because "[t]he use of the 'right-of-way' language provides a strong indication that the parties intended to convey an easement as opposed to an estate in fee simple absolute." *Chevy Chase Land Company v. U.S.*, 355 Md. 110, 118 (1999) See also Ex. G (Town of Keedysville, Maryland November 2023 Mayor and Counsel minutes which include the decision of the STB (Surface Transportation Board) affirming that the railroad right-of-way is abandoned) See also *Chicago & North Western Transp. Co. v. Kalo Brick & Tile Co.* explaining the STB decision:

The exclusive and plenary nature of the Commission's authority to rule on carriers' decisions to abandon lines is critical to the congressional scheme, which contemplates comprehensive administrative regulation of interstate commerce. In deciding whether to permit an abandonment, the Commission must balance "the interests of those now served by the present line on the one hand, and the interests of the carrier and the transportation system on the other." *Purcell v. United States*, 315 U. S. 381, 384 (1942). Once the Commission has struck that balance, its conclusion is entitled to considerable deference. "The weight to be given to cost of a relocated line as against the adverse effects upon those served by the abandoned line is a matter which the experience of the Commission qualifies it to decide. And, under the statute, it is not a matter for judicial rededecision." *Id.*, at 385.

, 450 U.S. 311, 101 S. Ct. 1124, 67 L. Ed. 2d 258 (1981)) The easement described as a "right-of-way" is "abandoned," but either way, the property does a-join as a matter of MD law.

14. M&S strangely argues that "Mr. Holder inexplicably obtained the second and third Grievell Quitclaims Deeds to the same 'Gap' of land." MTD p. 6 Mr. Holder's Complaint

alleges “that he engaged M&S to provide...advice relating to any real property [before and] *after* M&S provided it's September 28, 2020 letter.” *Id.* Indeed, it was the direct result of the negligent, (or worse) advice that gave rise to this instant suit in damages.

15. M&S agrees that “[i]n a negligence action, a complaint must allege, with certainty and definiteness, facts and circumstances sufficient to set forth (a) a *duty* owed by the defendant to the plaintiff, (b) a *breach* of that duty and (c) injury *proximately* resulting from that breach. Merely stating that a duty existed, or that it was breached, or that the breach caused the injury does not suffice.’ *Horridge v. St. Mary's County Dep't of Soc. Servs.*, 382 Md. 170, 182 (2004) (citations omitted)” MTD p. 7 Mr. Holder Complaint does precisely what the law requires, he states the specific duty/contract and its terms, he explains the details of the breach, and he has sufficiently alleged his injuries.
16. M&S further asserts that “Mr. Holder is not entitled to seek specific performance from M&S.” MTD p. 2 However, M&S misconstrues the “specific performance sought” by Mr. Holder, incorrectly alleging that M&S is to provide him title. MTD pp. 12-13 Mr. Holder seeks specific performance “of a valid, legally enforceable contract” to provide him advice on the subdivision of property in Keedysville, Maryland.⁷ See Complaint ¶¶ 8-12
17. Mr. Holder has pled, and M&S fails to argue otherwise, that M&S breached its duty to provide competent and CONFIDENTIAL advice. M&S did not. Mr. Holder's deeds were voided, and M&S maliciously discussed Mr. Holder's “matters” with his adversary, Young. But for M&S's incompetence, Mr. Holder, (or his family) would hold title to the portion of the 25 foot wide GAP outside of the Parcel 3 Young adversely possessed.
18. M&S's Motion to Dismiss for failure to state a claim should therefore be denied.

⁷ Under the law cited by M&S in its MTD, Mr. Holder should be afforded that relief. MTD pp. 12-13

NON-MUTUAL COLLATERAL ESTOPPEL AND JUDICIAL NOTICE OF “MATTERS OUTSIDE THE PLEADINGS” - MR. HOLDER RESERVES FURTHER ARGUMENT

19. Finally, M&S’ alternative relief fails. “Mr. Holder is [NOT] barred by the doctrine of collateral estoppel from relitigating” “the issue of title to the so-called ‘escaped land.’” MTD pp. 1-2 That issue has not been “fully and fairly litigated,” nor is the issue of collateral estoppel properly raised in the MTD, as will be discussed in detail *infra*.
20. M&S is just plain wrong in arguing “it has been judicially established that there was no ‘escaped’ land or ‘Gap’ of land.” MTD p. 9 It is further irrelevant that “[n]either the Holders, nor Uncle Eddies, have any easements over Mr. Young’s Keedysville Property.” MTD p. 4 Indeed, those facts are all still indisputably “matters outside the pleadings.”⁸
21. Nevertheless, M&S again incorrectly represents its “facts” to this court. The judgement in Young was vacated by the Appellate Court of Maryland, and the Opinion of the trial court also discusses “escaped land.”⁹ See §§11 & 13 *supra*; MTD Ex. 1 p. 63 (Vacating relief to 10 acres of Young’s claimed 10.36 acre “Keedysville Property.”); and Ex. A through F *generally*. (Young conceded what has been the the fourth appeal, waiving his relief to any land outside his claimed (“*in rem*”) Parcel 2 & 3, and Young conceded that Mr. Holder successful litigated, in privity with his vendors, title to that Gap of land in between Young’s claimed Parcel 1 and Parcel 3, during the June 2022 trial in case 371)¹⁰

⁸ Mr. Holder objects, and this court should not consider these “matters outside the pleadings,” but Mr. Holder makes arguments in opposition, lest he be deemed to have acquiesced.

⁹ While “taking judicial notice” requested by M&S, this court will notice that the 371 “Court’s Opinion is updated to remove conclusions about Plaintiff’s Parcel 1 from its declaratory judgment.” June 14, 2023 **REVISED** Opinion Case C-21-CV-20-371 (*Young v Holder*) p. 1; and “With respect to Mr. Nagel’s opinion that 15 square feet north of Parcel 3 may have escaped the subdivision process, the court is hesitant to attempt to piecemeal out which portions of the 2020 and 2021 deeds are valid or invalid.” *Id.* p. 19 n. 47 The Gap was not “fully and fairly” litigated in the 371 court, just Parcel 3.

¹⁰ This court should also take judicial notice that M&S still vehemently advocates for Young’s claimed interest. Young is Mr. Holder’s adversary that M&S discussed Mr. Holder’s “matters” with, providing Mr. Holder’s adversary “unwarranted advantages” litigating the Gap. Complaint ¶40

EVEN SO, M&S HAS INCORRECTLY ANALYZED THE "COLLATERAL FACTS"

22. Even assuming *arguendo*, M&S's "facts" were correct in its request for collateral estoppel, (they are NOT), M&S's analysis still fails because "determination of the issue must have been a critical and necessary part of the decision in the prior proceeding." *Thacker v. Hyattsville*, 135 Md. App. 268, 762 A.2d 172, 182-83 (2000) This factor is crucial because collateral estoppel deals "only with the findings of ultimate fact, when they can be discovered, that necessarily lay behind that judgment." *Colandrea v. Wilde Lake*, 361 Md. 371, 761 A.2d 899, 909-10 (2000) M&S fails to demonstrate to this court that the "factual issue is necessary to the determination only [because] its resolution is required to support the judgment entered in the prior proceeding." *Batson v. Shiflett*, 325 Md. 684, 707-8 (1992) M&S's relief fails because its "facts" were not "necessary" to the judgment.
23. The reasoning for "necessary" is discussed in detail in *Ritter v. Mount St. Mary's Coll.*, where the Fourth Circuit observed the general rule that "where the court in the prior suit has determined two issues, either of which could independently support the result, then neither determination is considered essential to the judgment." 814 F.2d 986, 994 (4th Cir. 1987) Thus collateral estoppel does not bar relitigation of either issue, unless "one of the two determinations is upheld on appeal," in which case "collateral estoppel [bars relitigation] as to that issue." *Id.* The Fourth Circuit noted its policy reasons as:

The rationale underlying this corollary to the collateral estoppel doctrine is that it guards against the use of non-essential dicta and ancillary findings to estop later litigations....Non-essential findings should not serve as the basis for collateral estoppel because the litigants might not have concentrated their energies and resources upon the full development and presentation of these issues. Thus,...this requirement ensures the integrity and competence of any particular finding before it is allowed to estop collateral relitigation.

Id. at 993-94. Thus, the "integrity and competence" must be further analyzed to "guard[] against the use of non-essential dicta and ancillary findings to estop [this] litigation[]."

M&S IMPROPERLY REQUEST THIS COURT ENTER SUMMARY JUDGEMENT

24. M&S requests this court take judicial notice of “matters outside the pleadings,” but incorrectly argues that in so doing it would not convert its MTD into one for summary judgement, (M&S’ incorrect “proposition”). MTD p.2 n. 2. See Md. Rule 2-322(c).¹¹
25. As explained in ¶ 27 *infra*, “judicial notice” is limited to placing the well pled facts within the four corners of the complaint “in context.” M&S’s seeks summary judgement by introducing “matters outside the pleadings,” even if it is by way of “judicial notice.”
26. M&S expressly states it is not seeking summary judgement, therefore the “judicial notice” M&S request should be limited to the well pled facts that Mr. Holder’s deeds were voided, Mr. Holder’s deeds described a 25 foot wide Gap, and the decision of the trial court was vacated to relief outside Young’s 12.2 foot wide Parcel 3. See ¶21 *supra*.
27. M&S has also raised “matters outside the pleadings” baldly arguing “any alleged errors in the drafting of the Grievell Quitclaim Deeds are attributable solely to the attorney who prepared the instruments, and not to M&S.” MTD p. 9. The four corners of this complaint state Mr. Holder did in fact rely solely on the advice from M&S when he instructed his agent, Mr. Grievell to prepare the three (3) Quit claim deeds. Complaint ¶¶24 & 40 The Complaint, and this record is devoid of any admissible evidence that tends to prove that Mr. Grievell provided advice on how to title the subject property.¹²

¹¹ Maryland Rule 2-322(c) gives the trial court discretion to convert a motion to dismiss to a motion for summary judgment by considering matters outside the pleading. *Hrehorovich v. Harbor Hosp. Ctr., Inc.*, 93 Md.App. 772, 784-85, 614 A.2d 1021 (1992). If matters outside the pleading are excluded by the trial court, then it must decide the motion based on the legal sufficiency of the pleading. *Id.* at 782, 614 A.2d 1021. If, on the other hand, the trial judge does not exclude such matters, then the motion shall be treated as one for summary judgment. *Okwa v. Harper*, 360 Md. 161, 177, 757 A.2d 118 (2000). Because M&S expressly states it is not requesting Summary Judgement, this court should exclude those “matters outside the pleadings” in deciding its MTD, thus Mr. Holder reserves argument.

¹² See Md. Rule 2-501(a) (The Defendant’s motion “shall be supported by affidavit if it is...based on facts not contained in the record.”) See *infra* for Mr. Holder’s objection to summary judgement.

28. Moreover, the case of *Dashiell v. Meeks* M&S cites does not stand for M&S' proposition. (In that malpractice claim the Appellate Court(s) declined to take notice of "matters outside the pleadings."¹³) The case of *Faya v. Almaraz*, M&S cites does not stand for that proposition either, merely noting that a court, when deciding a motion to dismiss, may "place a complaint in context."¹⁴ M&S's legal authority is simply not on point here.
29. Indeed, Mr. Holder posits the "context" of the facts in the M&S exhibit(s) must be limited to the well pled fact(s) that his deeds were "voided" only because they were declared "illegal subdivisions." Taking judicial notice of additional "matters outside the pleadings" will indisputably convert this instant MTD to one for summary judgement.
30. Thus, M&S fails to cite any legal authority to support its proposition that this court should take judicial notice of "matters outside the pleadings," in the context of the doctrine of non-mutual collateral estoppel when it decides a motion to dismiss for failure to state a claim. M&S appears to be improperly requesting summary judgement.
31. If this court were to decide to take "judicial notice" of "matters outside the pleadings," then this court will notice that Young has conceded 10 acres in the most recent appeal. This court should enter summary judgment in favor of Mr. Holder to the undisputed fact that Mr. Holder's deeds did describe unclaimed land outside of Young's Parcel 3.

¹³ Indeed, "[o]nly in exceptional cases, when the requirements of logic are overcome by the demands of justice, is it proper to exercise the discretionary power of an appellate court in this State to look to a proceeding outside the record of the case before it." *Dashiell v. Meeks*, 396 Md. 149, 176-77 (Md. 2006) Maryland's highest court "also decline[d] to travel outside the record of the instant malpractice claim to examine the record of the prior divorce proceeding" because the "case is not of such exceptional circumstances that justice demands that this Court exercise its discretionary power and decide this issue based on facts that were not before the Circuit Court" *Id.* p. 179

¹⁴ In *Faya v. Almaraz*, 329 Md. 435, 444 (1993) Plaintiff alleged that the physician breached a duty to obtain their informed consent by failing to inform them that he was infected with the AIDS virus before operating, without alleging that physician breached the standard of care in performing the procedure. The court merely took judicial notice of what "AIDS" was, not any dispositive facts outside the pleadings for the purpose of applying non mutual collateral estoppel.

CONCLUSION

32. WHEREFORE, this court should strike the appearance of ECCLESTON & WOLF, P.C., and strike or deny the Motion to Dismiss it filed on behalf of M&S.¹⁵
33. ALTERNATIVELY, Mr. Holder objects to M&S's incorrect interpretation of Maryland caselaw, (it's proposition) and requests a hearing, to argue *inter alia*, the propriety and/or tenor of the matter of this court taking judicial notice of "matters outside the pleadings" and/or the "integrity and competence" of those "matters outside the pleadings."¹⁶
34. ADDITIONALLY, Mr. Holder reserves further argument and admissible evidence to demonstrate a genuine dispute of material fact exist after/during that hearing once Mr. Holder is allowed an opportunity to be heard on the propriety of and/or the tenor of the matter, and this court does take judicial notice of "matters outside the pleadings."

REQUEST FOR A HEARING

Plaintiff does kindly request a hearing in accordance with Md. rule 2 - 311(f) & Md. Rule 5-201, at a date convenient to the Honorable Court, on the propriety of taking judicial notice, tenor of the matter noticed, the Motion to Strike, the Motion to Dismiss, Opposition(s) and/or Response(s)/Replies thereto.

Respectfully submitted,



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Sharpsburg, Maryland 21782
(240) 356-2008

¹⁵ This court may take this action without a hearing, as M&S is not entitled to one, and Mr. Holder would not require a hearing to present additional argument and evidence in opposition.

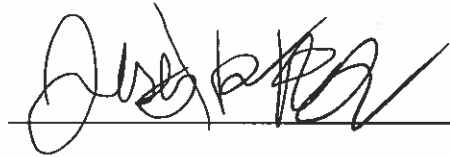
¹⁶ "Upon timely request, a party is entitled to an opportunity to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed. In the absence of prior notification, the request may be made after judicial notice has been taken." Md. Rule 5-201(e), *See also* Md. Rule 2-311(f)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of December, 2023, the foregoing Motion to Strike and Opposition to Defendant M&S' Motion to Dismiss was served via MDEC and thus served electronically upon all counsel/parties of record;

BY AND THROUGH COUNSEL, ECCLESTON & WOLF, P.C.:

Miles and Stockbridge P.C., 30 West Patrick Street, Frederick, Maryland 21701

A handwritten signature in black ink, appearing to read "Justin K. Holder", is written over a horizontal line.

Justin K. Holder, *Pro Se*

BRIEF OF APPELLANT

IN THE
APPELLATE COURT
OF MARYLAND

September Term 2023,
No. 883

UNCLE EDDIES BROKEDOWN PALACE LLC

Appellant

V.

JEFFREY YOUNG

Appellee

Appeal from the Circuit Court of Washington County
The Honorable Andrew F. Wilkinson - C-21-CV-20-371

BRIEF OF APPELLANT UNCLE EDDIES BROKEDOWN PALACE LLC

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EXHIBIT A

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